

Elmer T. Bourque  
Law Assistant

June 3, 1955.

Attorney General's

Donald D. Bouchard v.  
Brown Company

Adelard E. Cote, Commissioner  
Department of Labor  
15 Pleasant Street  
Concord, N. H.

SEP 22 1958

CONCORD, N.H.

Dear Mr. Cote:

Your letter of June 1 concerning the above named case stated that an injured employee lost a hand and agreements provide for compensation for one hundred sixty-three weeks at Thirty-three (\$33.00) Dollars per week. You state that the injured employee now requests an advance of One Thousand (\$1,000) Dollars on account of this agreement and that the question has arisen as to whether this can be considered a lump sum payment under the provisions of section 31.

This cannot be considered as a lump sum payment nor can this result be accomplished by agreement or award. Your authority to approve agreements is limited to situations where the agreement is made in accordance with the provisions of the Workmen's Compensation Act. The Act does not permit agreements or awards of this nature. Section 31 is inapplicable because that section contemplates a complete termination of all rights under the Act. If the parties wish to enter into a lump sum settlement of the case, i.e., complete waiver of any rights under the Act for a lump sum figure, you may approve such a settlement in your discretion if you are of the opinion that it is in the best interests of all concerned.

Very truly yours,

Elmer T. Bourque  
Law Assistant

ETB:L